

INFORMATION TO OFFERORS OR QUOTERS

SECTION A - COVER SHEET

Form Approved
OMB No. 9000-0002
Expires Oct 31, 2004

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER SP0412-03-R-3012	2. (X one) <input type="checkbox"/> a. INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL(RFP) <input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE August 01, 2003 2:00 p.m. EST
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INSTRUCTIONS

Note: The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7

2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.

4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE (Complete mailing address, including Zip Code) Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5770	5. ITEMS TO BE PURCHASED (Brief description) 5940-00-052-1211 FERRULE, METALLIC SHIELDE Lugs and Insulators per Bill of Material
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6. PROCUREMENT INFORMATION (X and complete as applicable)	
<input type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED
<input checked="" type="checkbox"/>	b. THIS PROCUREMENT IS 100 % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: 336413
<input type="checkbox"/>	c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____
<input type="checkbox"/>	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION Please read the additional remarks contained in this solicitation. The Offeror has 20 days from the issue date to seek clarification of any of the terms or conditions contained herein or to notify the Contracting Officer of any technical issues relating to the Bill of Material. Questions should be emailed to Jacquelyn.Harris@dla.mil. This is a 100% Small Bus SetAside.	
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8. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial) JACKIE HARRIS, PZGDD47	b. ADDRESS (Include Zip Code) Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5151
c. TELEPHONE NUMBER (Include Area Code and Extension) (804) 279-5232	d. E-MAIL ADDRESS Jacquelyn.Harris@dscr.dla.mil

9. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	e. OTHER (Specify)
<input type="checkbox"/>	c. CANNOT MEET DELIVERY REQUIREMENT		

10. MAILING LIST INFORMATION (X one)	
WE <input type="checkbox"/> DO <input type="checkbox"/>	DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS (Include Zip Code)

c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) DATE SIGNED (yyyymmdd)

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER

SP0412-03-R-3012

DATE (YYMMDD)
2003 AUG 01

LOCAL TIME
2:00 p.m.

TO Defense Supply Center Richmond
ATTN: DSCR-JJC
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5860

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ➔		RATING		PAGE OF PAGES 1 32	
2. CONTRACT NO.		3. SOLICITATION NO. SP0412-03-R-3012		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2003 JUN 17	
						6. REQUISITION/PURCHASE NO. PRDSCRJHKDD081	
7. ISSUED BY Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5151		CODE SP0400		8. ADDRESS OFFER TO (If other than Item 7) Bid Custodian Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5860			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							

SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Reception Area (Bldg. 33) until 2003 AUG 01 local time (Hour) (Date)

FAX Number(s): (804)279-4165

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ➔	A. NAME JACKIE HARRIS, PZGDD47		
	B. PHONE / FAX (NO COLLECT CALLS) (804) 279-5232 / FAX: 279-3715	C. E-MAIL ADDRESS Jacquelyn.Harris@dscr.dla.mil	

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	15
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	10	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT	12	X	J	LIST OF ATTACHMENTS	23
X	D	PACKAGING AND MARKING	13	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	13	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	24
X	F	DELIVERIES OR PERFORMANCE	14				
	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	27
	H	SPECIAL CONTRACT REQUIREMENTS		X	M	EVALUATION FACTORS FOR AWARD	30

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: ➔)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	
15D. FAX NO.				18. OFFER DATE	
				15E. E-MAIL ADDRESS	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 41 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➔	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY	
				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064

PREVIOUS EDITION NOT USABLE

PerFORM (DLA)

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA
FAR (48 CFR) 53.214(c)

This solicitation includes the following attachments which must be downloaded from the DSCR website
<http://www.dscr.dla.mil/proc/VPV/specacquisitions.htm>

Tech data packages may be downloaded from the following website:
http://www.dscr.dla.mil/tdmd/mb_index.asp.

Attachment 1 - Statement of Work (SOW), SP0412-03-R-3012 100% Small Business Set-Aside, B-1 Bomber SMS, Lugs and Insulators
Attachment 2 - Bill of Material (BOM), Demand Forecast and Surge
Attachment 3 - Quality Matrix
Attachment 4 - Procurement Item Description (PID)
Attachment 5 - Past Performance Questionnaire
Attachment 6 - Pricing Proposal Worksheet

Contract Type: Firm Fixed Price, Indefinite Delivery/Indefinite Quantity Contract. The Guaranteed minimum for the base period and the option period will be determined at the time of award. The estimated contract dollar value for the 111 NSNs listed in Attachment 2, BOM covering the five (5 year) period of performance is \$1,274,487.92.

The Bill of Material (BOM) is a market basket that groups together NSNs by shared attributes in process and/or materials. The Offeror is permitted to submit a proposal for all NSNs, an individual NSN, or a select group of NSNs. Each NSN will be evaluated on a line-item basis. The Government anticipates splitting the awards on a line-item basis in accordance with the source selection procedures discussed in Section M. Section M. Proposal preparation instructions are located in Section L of this solicitation.

The Offeror has 20 days from the issue date stated in block 5, SF 33, to seek clarification of any terms and conditions contained herein or to notify the Contracting Officer of any technical issues related to any NSN listed in the Bill of Material (i.e. material obsolescence). Questions or issues must be forwarded by emailed to the Buyer at Jacquelyn.Harris@dscr.dla.mil.

Facsimile Proposals are not acceptable; see notice (B24A) 14-1.

SECTION B, SCHEDULE

1. AUTHORIZED USER:

The Defense Supply Center Richmond (DSCR), a Division of the Logistics Agency (DLA), may issue delivery orders to the awardee for the supplies cited in Schedule B (Attachment 2 and 6) for shipment to DSCR stock location in Richmond, Virginia.

2. ADDITIVE CLINS:

CLIN 6000 -- Surge and Sustainment Requirement (S&S). NOTICE TO OFFERORS:

CLIN 6000 is the surge quantity that may be ordered by the Government in a military contingency. The Government is not obligated to order any of the surge quantities and the Contractor should not ship such quantities without the receipt of an order clearly designated for surge quantities. The surge quantity requirements are identified at Attachment #2. The Offeror must specify the percentage of price increase for surge quantities or state 'none'. If the Offeror fails to do so, the Offeror will be evaluated with no additional charge for surge quantities. See Surge clauses and Section L for additional information. Unit pricing for the Surge NSNs should be placed in Attachment 6.

SURGE SUPPORT -- PLUS _____ %

CLIN 6001 -- Surge Capability Assessment: Cost, if any, that the Contractor would incur in complying with the requirement to conduct a surge validation plan. If none, state 'none'. Reference clause 52.217-9G25, 252.217-9006 and 52.217-9G26.

\$ _____.

CLIN 6002 -- Surge Investment Cost: Investment costs, if any, to execute the surge plan otherwise state 'none'. Reference Clause 52.217-9G25, 252.217-9006 and 52.217-9G26.

\$ _____.

CLIN 6003 - Surge and Sustainment Testing: Testing cost, if any, to execute the surge plan, otherwise state 'none'. Reference Clause 52.217-9G25, 252.217-9006 and 52.217-9G26.

\$ _____.

CLIN 6003AA - S&S Test Plan. Testing plan cost, if any, to execute the surge plan, otherwise state 'none'. Reference Clause 52.217-9G25, 252.217-9006 and 52.217-9G26. \$ _____.

CLIN 6003AB - Performance of S&S Test. Performance cost, if any, to execute the surge plan, otherwise state 'none'. Reference Clause 52.217-9G25, 252.217-9006 and 52.217-9G26.

\$ _____.

CLIN 6003AC - S&S Test Report. Testing Report cost, if any, to execute the surge plan, otherwise state 'none'. Reference Clause 52.217-9G25, 252.217-9006 and 52.217-9G26. \$ _____.

CLIN 6004 - Maintenance of S&S capability. S&S Maintenance cost to maintain the surge capability, if any, to execute the surge plan, otherwise state 'none'. Reference Clause 52.217-9G25, 252.217-9006 and 52.217-9G26. \$ _____.

CLIN 9906 and/or 9907 series -- First Article Testing (FAT). The Offeror shall provide all First Article cost information in the Pricing Proposal

Worksheet, Attachment 6. See FAT clauses for additional information.

CLIN 9925 -- Special Tooling. The Offeror shall identify any required special tooling and provide prices, if applicable. The Offeror must review the Quality Matrix, Attachment 3 and/or PID data, Attachment 4, to determine if Government Tooling applies.

CLIN 9999 -- Option Period 1 \$ _____. The Offeror shall provide pricing in the Pricing Proposal Worksheet, Attachment 6.

NOTES CONCERNING SPECIFIC CLAUSES:

Section C:

(C3) 52.211-9G33, POPS Computer Compatibility, paragraph (a), last sentence is revised to read:

The EDI system must be available for on-line processing not later than 60 to 90 days after date of award.

Section E:

(E6) 52.246-15, Certificate of Conformance. This clause is not applicable to Federal Supply Class 1560, 1670, 1680, 3110, 3120, and 3130 or FSGs 28, 29 and 34; surplus items, hazardous material, first article testing, Navy Critical Safety Items (CSI).

(E14) 52.246-9G16, Inspection and Acceptance Point (I&A). Inspection and Acceptance (I&A) point for each NSN may be obtained from the PID information, Attachment 4 and/or Quality Matrix, Attachment 3. I&A, first shipment only may apply to any non-critical item. DCMA and the Contractor may establish which non-critical NSNs may be subject to I&A first shipment only. All NSNs shown in Attachment 3, as coded Yes (Y) in critical application fields must have I&A for each shipment.

Section F:

(F17) 52.211-9G51, Indefinite Quantity DSCR, (FEB 1996).

Note:

Paragraph (b). The minimum order quantity is established in Attachment 2 and 6 for each line item. The guaranteed minimum is established in clause 52.216-22, Indefinite Quantity as set forth below.

Section I

(I67) 52.216-19, Order Limitation (Oct 1995)

Paragraph (a) minimum order quantity revised as follows:

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the amount specified in Attachment 6, minimum order quantity, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or

services under the contract.

(I71) 52.216-22, Indefinite Quantity

Last sentence paragraph (d):

(d) Date when the Contractor will no longer be responsible for deliveries will be determined in accordance with Paragraph 8.0, Contract Closeout, specified in the Statement of Work.

Note for clause 52.216-22:

1. Under clause 52.216-22 (b), the 'minimum' contract value is defined as the guaranteed monetary value of the aggregate orders issued during the base period only as computed below. The minimum will not guarantee orders for any particular item or group of items. The Government will not guarantee a minimum for the option periods. The Government will compute a different minimum if more than one contract is awarded under this solicitation in accordance with the following formula:

10% of the aggregate of the extended dollar value of the minimum order quantity (MOQ) for the NSNs, computed by:

$10\% \times [\text{NSN1 price} \times \text{MOQ}] + [\text{NSN2 price} \times \text{MOQ}] + [\text{NSN3 price} \times \text{MOQ}] + \text{etc}$

The maximum contract value is defined as:

150% of the aggregate of the extended dollar value of the estimated contract value for the base period or each option period. The estimated contract value is shown at the top of this page.

(I92BB) 52.217-9G15, Flexible Options DSCR (JAN 2000) ALT I
Paragraph (a) is revised as follows:

(a) This solicitation is for an indefinite quantity with a guaranteed minimum for the three (3) year base period base year. It also includes one (1) option for two (2) years. Each option year is also for an indefinite quantity, but there is no guaranteed minimum. Each year also has a stated maximum, which applies to that year. In the event the Government orders up to the stated maximum prior to the end of any current contract year, the Government reserves the right, with the notice prescribed below, to exercise the next option year before the expiration of the current contract year. In the event the Government exercises this right, the remaining option years will be moved forward to coincide with the exercise of the option year.

(I30) 52.209-4, First Article Approval-Government Testing. To determine if one of the NSNs requires a FAT, Offerors should review the NSN information in the PID, Attachment 4; BOM, Attachment 2, and/or Quality Matrix, Attachment 3. To obtain dollar value, number of units required, test and evaluation days, report information, etc., review Attachment 2, tab marked, 'FAT.' The BOM references to FAT clause are as follows:

a) The Contractor shall deliver see C1, BOM, Attachment 2, FAT unit(s) of Lot/Item see D2 within see F4 calendar days from the date of this contract to the Government at see columns N through S to obtain the address of the testing facility for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

b) Within see G5 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(I215) 52.245-2, Precious Metals (PMIC) are identified in the Quality Matrix, Attachment 3. However, it is uncertain if precious metals have been determined for each NSN in the BOM. Accordingly, the Contractor is requested to advise the Government if precious metals are subcomponents of any part listed in the BOM. If the precious metals are subcomponent parts within any specific NSNs, please provide estimated weights. The Government may also request separate pricing for the Contractor to furnish the part with the precious metals; or the Government may furnish the precious metals as Government Furnished Property (GFP). Precious Metals will be subject to negotiations. For additional information regarding the evaluation of NSNs with PMIC requirements, see Section (M2) 252.208-7000 and (I225A) 52.245-9G18.

Section K

Representations and Certifications. Contractors are reminded to fill in all clauses in Section K of the solicitation.

Business System Modernization (BSM)

The NSNs contained in this Bill of Material have been identified as NSNs in our BSM system. As the Government transitions into BSM, the following clauses may be implemented for BSM contract line items:

Clause 52.211-9G33, Alt I will replace the (C3A) clause 52.2119G33, if POPs is not used as the electronic commerce system at the time of award. Full Text follows:

52.211-9G33 ALTERNATE I ELECTRONIC CONTRACTING - COMPUTER COMPATIBILITY (JUN 2002) DSCR.

(a) In support of electronic contracting, the awardee will be required to have a compatible computer system capable of accepting our offers and

processing Electronic Data Interchange (EDI) transactions. The American National Standards Institute's (ANSI) X12 Standard will be utilized for formatting the EDI transactions. The EDI system must be available for on line processing not later than 30 days after date of award.

(b) The computer system must also be Year 2000 (Y2K) Compliant. Year 2000 compliant, used with respect to technology, means that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

(c) The following ANSI X12 transaction sets are currently sent, received, and processed by the Defense Supply Center Richmond:

850 Purchase/Delivery Order Transaction Set
856 Ship Notice/Manifest Transaction Set

(d) Awardee must be capable of sending, receiving, and processing the above ANSI X12 transaction sets and have an electronic mailbox on a DAASC certified Value Added Network (VAN). For 856 Ship Notice/Manifest Transaction Sets, the awardee will have the option of using the Web-856 application, if it becomes available.

(e) Information regarding EDI, ANSI X12 transactions, and DAASC approved VANs can be obtained from the DAAS web site by going to www.daas.dla.mil, then select SYSTEMS & SERVICES, next select EC/EDI, and lastly select DAASC's VAN LIST.

(f) Specifics regarding electronic contracting can be obtained from:

Defense Supply Center Richmond
Directorate of Planning and Resource Management
Systems and Procedures Division
ATTN: DSCR-OZP, Sharon Glasscock
8000 Jefferson Davis Highway
Richmond, VA 23297-5516

(Phone: (804) 279-3172)

(g) The implementation convention can be viewed by going to the DSCR web site at www.dscr.dla.mil/edi/pops/pops.htm. The link for 850 and 856 information is: www.dscr.dla.mil/edi2/pops1.htm.

(h) The following vendor EDI/Y2K information applies - Vendor Fill-in:

EDI/Y2K Point(s) of Contact: _____

Phone Number(s): _____

Value Added Network (VAN): _____

ISA07 Qualifier: _____

ISA08 identifier: _____

GS03 Identifier: _____

(End of Clause)

Clause 52.211-9G45, Electronic Contracting - Special Marking Instructions - ALT II. Replaces (D41) 52.211-9G45 when the BSM system is fully implemented. Full text follows:

52.211-9G45 ALTERNATE II ELECTRONIC CONTRACTING SPECIAL MARKING
INSTRUCTIONS (JUN 2002) DSCR

NOTICE FOR DIRECT VENDOR DELIVERIES: In addition to the requirements of paragraph 5.1.6.2., Markings of ASTM D3951, markings on exterior shipping containers will contain as a minimum the NSN, requisition number, and the contract delivery order number. These markings are to be applied through stenciling or other means, directly to the exterior shipping container or included in the body of the invoice/shipping document which will be permanently affixed to the exterior shipping container. Regardless of method used, all markings must be visible to receiving personnel. When the total number of containers going to the same destination exceeds either 250 pounds (excluding pallet) or a volume of 20 cubic feet, then palletization is required except for 55 gallon drums.

NOTICE FOR SHIPMENT TO DLA STOCK LOCATIONS: Shipments to DLA stock locations must be marked in accordance with MIL-STD-129N dated 15 May 97 and AIM BC 1 with the following exception: Marking, including barcoding, and fragile marking (if required), must be on the outside container and all intermediary containers down to the specified QUP. DSCR Clause 52.211-9G22 (Sec F) applies.

(End of Clause)

Clause 252.246-7000 below replaces (F31) for BSM solicitations and contracts when the BSM system is fully integrated.

(E BSM 252.246-7000), Material Inspection and Receiving Report

As prescribed in 246.370, use the following clause:

MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the

Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

Notice 46-8A-9G applies to BSM solicitations and awards.

KBSM 252.225-7003, Information for Duty-Free Entry Evaluation may apply when BSM is fully integrated and implemented.

Other BSM clauses may be added to the contract by modification. Contractors participating in this acquisition must be flexible as DSCR transitions to full implementation and integration of BSM over the life of the contract.

SECTION B

PR PRDSCRJHKDD081

59400 00521211

ITEM DESCRIPTION: FERRULE, METALLIC SHIELDED CABLE, GROUNDED

TECH DATA PACKAGE AVAILABILITY:

AN UNRESTRICTED TECHNICAL DATA PACKAGE IS
AVAILABLE AT DSCR FOR THIS NSN. TO OBTAIN A
COPY, SUBMIT REQUEST TO DSCR VIA INTERNET,
INTERNET ADDRESS IS:

HTTP://WWW.DSCR.DLA.MIL/TDMD (ALL LOWERCASE,
PLEASE) .

THIS ITEM IS USED IN A MERCURY FREE ENVIRONMENT
AND MUST ADHERE TO THE REQUIREMENTS AS SPECIFIED
IN MERCURY FREE DRAWING 13873-03-0001. A COPY OF
THIS DRAWING IS AVAILABLE AT DSCR AND CAN BE
OBTAINED VIA INTERNET AT WEBSITE:
HTTP://WWW.DSCR.DLA.MIL/TDMD (ALL LOWER CASE)

I/A/W DRAWING NR 13873 000521211-00351

BASIC DTD 2000 DEC 16

AMEND NR DTD 20

TYPE NUMBER:

I/A/W QAP 13873 QAP-002

REFNO DTD 1995 NOV 01

AMEND NR DTD 20

TYPE NUMBER:

I/A/W DRAWING NR 80063 SM-A-604387

BASIC DTD 1972 APR 07

AMEND NR A DTD 1977 NOV 18

TYPE NUMBER: P/N SM-A-604387-35

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	PRDSCRJHKDD081	0001			See Bill of Material Attachment 2 and Pricing Worksheet, Attachment 6.	

CONTINUED ON NEXT PAGE

SECTION B

EXCEPTION DATA:

QTY VARIANCE: PLUS See Clause MINUS See Clause
INSP/ACCEP POINT: See Clause

PREP FOR DELIVERY

IN ACCORDANCE WITH THE INSTRUCTIONS FOUND IN THE ASTM-D-3951 STANDARD.
PACKAGING/MARKING FOR HAZARDOUS MATERIAL SHALL COMPLY WITH FEDERAL
REGULATIONS.

NON-MILSTRIP
PROJ

* * * * *

CONTINUATION SHEET

Solicitation Number:

SP0412-03-R-3012

PAGE OF PAGES

12

32

NOTICE TO CONTRACTORS: Per FAR 52.102, the majority of clauses, provisions, notices are included by reference (number, title, and date). For fill-ins providing or collecting data, this document will include only the paragraph(s) relating to the fill-in data. DSCR notes appended to FAR/DFARS clauses/provisions are full text.

Quality Assurance Provisions (QAPs), Contract Data Requirements Lists (CDRLs), drawings relating to Special Packaging Instructions (SPIs), and Individual Repair Parts Ordering Data (IRPODs) are included by reference.

FAR Clause 52.252-2 (Sec I) and FAR Provision 52.252-1 (Sec L) provide on-line sites for accessing the full text of these documents and DSCR Form P41 shipping instructions.

SECTION B

B10 9-3
ALT REQUIREMENT FOR HOLDING FIRST
ARTICLE: DSCR (JAN 1996)

B12 9-5
FIRST ARTICLE DELIVERY
UNDER INDEFINITE
DELIVERY CONTRACTS
DSCR (MAR 1999)

B15 11-8
OFFER OF SURPLUS MATERIAL
FOR LIFE SUPPORT, FLIGHT
SAFETY CRITICAL AIRCRAFT PART
(FSCAP) OR INDIVIDUAL REPAIR
PARTS ORDER DATA (IRPOD)
DSCR (SEP 1999)

The solicited item is a Life Support, FSCAP, or IRPOD. Due to the item's critical nature, offers of surplus material will only be evaluated to accommodate unique contingencies, such as obsolete aircraft/system, when the original equipment manufacturer is out of business, or if the sole vendor does not respond.

B21B 11-9
POPS - PRODUCT INFORMATION:
DSCR (JAN 1996)

Offerors are required to provide the following information regarding the items offered:

MANUFACTURER'S NAME

PART NUMBER/CATALOG NUMBER

Offerors shall write/type this information on the schedule of items below each item description unless such information has already been identified in the item description.

B24A 14-1
FACSIMILE BIDS/PROPOSALS
DSCR (MAR 1999)

(a) Facsimile bids/proposals, amendments (including final proposal revisions (FPRs)), and withdrawals will not be considered unless authorized in the solicitation by either Provision 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Sec L). IF NEITHER PROVISION IS IN THE SOLICITATION, FACSIMILE TRANSMITTED DATA AS DESCRIBED ABOVE SHALL BE REJECTED.

(b) In solicitations that do contain either Provision 52.214-31 or 52.215-5, bidders/offerors are notified that for bid/proposal security reasons the FACSIMILE EQUIPMENT AS IDENTIFIED IN THE PROVISION IS NOT LOCATED AT THE PLACE DESIGNATED FOR RECEIPT OF BIDS/OFFERS. REGULAR INTEROFFICE MAIL PICK-UP OF FACSIMILE TRANSMISSIONS OCCURS AT 10:30 A.M. AND 1:30 P.M. DAILY.

(1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30 a.m. on the day of bid opening will be presumed to have been received on time.

(2) Proposals, amendments to proposals, withdrawals of proposals, and FPRs received by facsimile equipment prior to 1:30 p.m. on the day of closing will be presumed to have been received on time.

B33 17-5
MANDATORY OPTION REQUIREMENT
DSCR (MAR 1999)

The option clause in Section I of this solicitation

is MANDATORY. FAILURE TO PROVIDE this pricing information may result in rejection of your offer. If Schedule prices are requested on both an origin and destination basis and/or on incremental quantities, option prices must be offered in the same manner.

B33C 17-13
POPS-GENERAL SOLICITATION NOTICE
DSCR (OCT 2001)

Delivery orders may be placed during the ordering period identified in FAR Clause 52.216-18 (Section I). The acquisition contains provisions for 2 option years. See DSCR Clause 52.217-9G08 (Section I).

B47 27-1
RIGHTS GUARD
DSCR (FEB 1998)

Rights Guard data restrictions apply; see Clause 52.227-9G05 (Section I). Prior to requesting technical data an Annual Certification for the Use of Rights Guard Technical Data, DSCR Form P42, and an Annual Rights Guard Destruction Certification, DSCR Form 4178, must be on file at DSCR-VA, ATTN: Rights Guard Program, Richmond, VA 23297-5604. Contact 804-279-5912 for forms.

SECTION C

C3A 52.211-9G33
POPS - COMPUTER COMPATIBILITY
DSCR (MAR 2001)

(a) In support of the Paperless Ordering Placement System (POPS), the awardee will be required to have a compatible computer system capable of accepting our offers and processing Electronic Data Interchange (EDI) transactions. The American National Standards Institute's (ANSI) X12 Standard will be utilized for formatting the EDI transactions. The EDI system must be available for on line processing not later than 30 days after date of award.

(b) The computer system must also be Year 2000 (Y2K) Compliant. Year 2000 compliant, used with respect to technology, means that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

(c) The following ANSI X12 transaction sets are currently sent, received, and processed by the Defense Supply Center Richmond:

850 Purchase/Delivery Order Transaction Set
856 Ship Notice/Manifest Transaction Set

(d) Awardee must be capable of sending, receiving, and processing the above ANSI X12 transaction sets and have an electronic mailbox on a DAASC certified Value Added Network (VAN). For 856 Ship Notice/Manifest Transaction Sets, the awardee will have the option of using the Web-856 application, if it becomes available.

(e) Information regarding EDI, ANSI X12 transactions, and DAASC approved VANs can be obtained from the DAAS web site by going to www.daas.dla.mil, then select SYSTEMS & SERVICES, next select EC/EDI, and lastly select DAASC's VAN LIST.

(f) Specifics of the POPS System can be obtained from:

Defense Supply Center, Richmond
Directorate of Planning and Resource Management
Systems and Procedures Division
ATTN: DSCR-OZP, Sharon Glasscock
8000 Jefferson Davis Highway
Richmond, VA 23297-5516
(Phone: (804) 279-3172)

(g) The POPS implementation convention can be viewed by going to the DSCR web site at www.dscr.dla.mil/edi/pops/pops.htm. The link for 850 and 856 POPS is: www.dscr.dla.mil/edi2/pops1.htm.

(h) The following vendor EDI/Y2K information applies:

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0412-03-R-3012

PAGE OF PAGES

13

32

EDI/Y2K Point(s) of Contact:

Phone Number(s):

Value Added Network (VAN):

ISA07 Qualifier:

ISA08 Identifier:

GS03 Identifier:

SECTION D

D4I 52.211-9G45 POPS-SPECIAL MARKING INSTRUCTIONS
DSCR (OCT 2001)

NOTICE FOR DIRECT VENDOR DELIVERIES: In addition to the requirements of paragraph 5.1.6.2., Markings of ASTM D3951, markings on exterior shipping containers will contain as a minimum the NSN, requisition number, and the contract delivery order number. These markings are to be applied through stenciling or other means, directly to the exterior shipping container or included in the body of the invoice/shipping document which will be permanently affixed to the exterior shipping container. Regardless of method used, all markings must be visible to receiving personnel. When the total number of containers going to the same destination exceeds either 250 pounds (excluding pallet) or a volume of 20 cubic feet, then palletization is required except for 55 gallon drums.

NOTICE FOR SHIPMENT TO DLA STOCK LOCATIONS: Shipments to DLA stock locations must be marked in accordance with MIL-STD-129N dated 15 May 97 and AIM BC 1 with the following exception: Marking, including barcoding, and fragile marking (if required), must be on the outside container and all intermediary containers down to the specified QUP. DSCR Clause 52.211-9G22 (Sec F) applies.

D4K 52.211-9G73 PACKAGING AND MARKING
REQUIREMENTS (JUL 2002) DSCR

(a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military Air.

(b) Higher level packaging in accordance with MIL-STD-2073 is mandatory for all shipments that meet the below criteria:

Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.

OCONUS shipments
FMS shipments
Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

(c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLAI 4145.3 is available on the internet at:
www.dscc.dla.mil/downloads/packaging/dlai4145_3.pdf.

(d) All items shall be marked in accordance with MIL-STD-129. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129 and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.

(e) In the event of deployments, this clause may be

invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.

NOTE: Applicable to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

SECTION E

E3 52.246-2 INSPECTION OF SUPPLIES - FIXED
PRICE (AUG 1996)

E5 52.246-11 HIGHER-LEVEL CONTRACT QUALITY
REQUIREMENT (FEB 1999)

The Contractor shall comply with the applicable higher-level contract quality requirement cited below, which is hereby incorporated into this contract:

ISO 9001 or ANSI/ASQC Q9001 when Quality Assurance Provision (QAP) 005, 006, 159, 189, 216, 222, V02, or V03 is included.

ISO 9002 or ANSI/ASQC Q9002 for any other QAPs.

DSCR NOTE to 52.246-11:

The higher-level standards referenced above shall apply unless the contractor indicates the proposal is based on a contractor's preferred quality system as identified below:

- [] Other recognized industry standard(s) (but non-ISO/ANSI/ASQC) that is equivalent to or better than applicable ISO/ANSI/ASQC standard indicated above.
Specify _____
- [] Other process control system that is equivalent to or better than the applicable ISO/ANSI/ASQC standard indicated above which has not previously been determined to be insufficient for the Government's purpose. This may include previously recognized MIL-I-45208 or MIL-Q-9858 systems which have been augmented to be equivalent to ISO 9002 or ISO 9001 respectively.
- [] An existing system modeled after
[] MIL-I-45208 or
[] MIL-Q-9858
and not previously determined insufficient for the Government's purpose.
THIS OPTION IS PERMITTED ONLY AS AN INTERIM MEASURE TO ALLOW CONTRACTORS TO TRANSITION TO ISO/ANSI/ASQC STANDARDS.

Third party certification/registration is not required nor will it be considered a substitute for the Government's right to audit/validate a contractor's quality system. ISO 9001 can be accepted for ISO 9002 requirements, however, the reverse does not apply.

MIL-STD-105 has been replaced by ANSI/ASQC Z1.4-1993, Sampling Procedure and Tables for Inspection by Attributes.

MIL-STD-45662A has been replaced by either ISO 10012-1, Quality Assurance Requirements for Measuring Equipment or ANSI/NCCL Z540-1, General Requirements for Calibration Laboratories and Measuring Equipment and Test Equipment.
DSCR (MAR 2000)

E6 52.246-15 CERTIFICATE OF CONFORMANCE
(APR 1984)

E7 52.246-16 RESPONSIBILITY FOR SUPPLIES
(APR 1984)

E14 52.246-9G16 INSPECTION AND ACCEPTANCE POINT
DSCR (FEB 1996)

Inspection point: [] Destination [X] Origin

Acceptance point: [] Destination [X] Origin

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0412-03-R-3012

PAGE OF PAGES

14

32

[X] Inspection and Acceptance will take place at:

Origin - First Shipment Only

Destination - Subsequent Shipments

F31 252.246-7000 MATERIAL INSPECTION AND RECEIVING
REPORT DFARS (DEC 1991)

DSCR NOTES:

In addition to the distribution required in DFARS
Appendix F, Tables 1 and 2, a copy of the Material Inspection
and Receiving Report is required to the following address:[X] Defense Supply Center, Richmond 1 CY
8000 Jefferson Davis Highway
Directorate of Business Operations
ATTN: Inventory Control Manager
Richmond, VA 23297-5862

[] OTHER: NO. CY(s)

E15 QUALITY ASSURANCE PROVISION

Full text of the applicable QAP is available on
the DSCR Master Solicitation, Section 2 --
<http://www.dscr.dla.mil/qap/qaps.htm>.

SECTION F

F1BA 52.211-16 VARIATION IN QUANTITY
(APR 1984)

(b) The permissible variation shall be limited to:

10 % (Percent) Increase 10 % (Percent) Decrease

This increase or decrease shall apply to the quantity at
the line item level, or for phased delivery at the sub-clin
level, as designated by item number followed by two alphas,
i.e. 0001AA. The variation (if any) shall be shipped with
the quantity for the line item, or for phased delivery the
quantity specified for each sub-clin. Under no
circumstances will the contractor ship a variation in
quantity against any line item/sub-clin other than as
specified in the delivery schedule.DSCR NOTE: Any quantity shipped against the line/sub-clin
that exceeds the stated line item/sub-clin quantity plus
variation (if any) will be returned and the contractor
will be responsible for return shipment costs.F1BB 52.211-17 DELIVERY OF EXCESS QUANTITIES
(SEP 1989)F2 52.211-9G01 SHELF-LIFE ITEMS MANUFACTURING
RESTRICTIONS DSCR (MAY 2002)(a) This clause applies when shelf-life restrictions
are cited in the Procurement Item Description.(b) Products delivered under this contract shall be
manufactured/cured/assembled to ensure a minimum of 85%
(allowing for rounding to whole months) shelf-life
is remaining at time of receipt by the Government.

(c) Marking or labeling shall reflect these data.

(d) Supplies received by the Government with less
than 85% shelf-life remaining will be considered to be
nonconforming within the meaning of the Inspection Clause.F8 52.211-9G22 DSCR PALLETIZATION FOR
MIL-STD-2073 IN ACCORDANCE WITH
D001450000 REV B (01290)
DSCR (JUL 2002)F16 52.211-9G50 ORDERING OFFICE AND TIME OF
DELIVERY DSCR (NOV 1996)Delivery orders will be issued by DSCR
and shall specify date of delivery which will not be
less than

STOCK

DVD

FOB Destination N/A days N/A days

FOB Origin Att 2 days N/A days

after the order is mailed to or otherwise furnished to the
contractor.F16A 52.211-9G50 ORDERING OFFICE AND TIME OF
DELIVERY ALTERNATE I
DSCR (FEB 1996)

F28B 52.242-15 STOP WORK ORDER (AUG 1989)

F28BB 52.242-17 GOVERNMENT DELAY OF WORK
(APR 1984)Payment will not be made until a completed Material
Inspection and Receiving Report, DD Form 250, is received by
the Government. The form shall reflect that a duly
authorized Government representative has inspected and
accepted the supplies or has otherwise authorized acceptance.WHEN ORIGIN INSPECTION AND ACCEPTANCE IS SPECIFIED
IN THE AWARD, the form shall reflect the signature of a
Government Quality Assurance Representative (QAR).WHEN ORIGIN INSPECTION AND DESTINATION ACCEPTANCE
IS SPECIFIED IN THE AWARD, the form shall reflect the
signatures of both the Government Quality Assurance
Representative and the Government consignee's representative.WHEN DESTINATION INSPECTION AND ACCEPTANCE IS
SPECIFIED IN THE AWARD, the form shall reflect the signature
of the Government consignee's representative.EXCEPTION: If the award is for an Indefinite Delivery
Contract citing FAR Clause 52.213-1, Fast Payment Procedure,
in Section I, the contractor has the option of including on
the invoice the information specified in FAR 52.213-1,
paragraph (c)(3), rather than submitting a DD Form 250. This
option applies only to those delivery orders that specify
Fast Pay. DSCR (DEC 1991)F31A 52.246-9G17 REQUIREMENT FOR MATERIAL
INSPECTION AND RECEIVING REPORT
DSCR (JAN 1996)

F32 52.247-29 F.O.B. ORIGIN (JUN 1988)

F36 52.247-52 CLEARANCE AND DOCUMENTATION
REQUIREMENTS - SHIPMENTS TO DOD
AIR OR WATER TERMINAL
TRANSSHIPMENT POINTS (APR 1984)F38 52.247-55 F.O.B. POINT FOR DELIVERY OF
GOVERNMENT-FURNISHED PROPERTY
(APR 1984)F40 52.247-58 LOADING, BLOCKING AND BRACING
OF FREIGHT CAR SHIPMENTS
(APR 1984)F41 52.247-59 F.O.B. ORIGIN - CARLOAD AND
TRUCKLOAD SHIPMENTS
(APR 1984)F42 52.247-61 F.O.B. ORIGIN - MINIMUM SIZE
OF SHIPMENTS (APR 1984)F42B 52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT -
SMALL PACKAGE SHIPMENTS
(JAN 1991)F55 52.247-9G11 MANUFACTURER'S LOADING PRACTICES
DSCR (JAN 1996)F55G 52.247-9G13 GUARANTEED MAXIMUM SHIPPING
WEIGHTS AND DIMENSIONS
DSCR (MAR 1998)(c) Contractor Developed Data Per Shipping Container
(See Notes).

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0412-03-R-3012

PAGE OF PAGES

15

32

BID ITEM NR.	MAX GROSS WT. PER SHPG CTR	NR. & NAME OF BID UNITS PER SHPG CTR	TYPE OF SHPG CTR
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I5	52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
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I6	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
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I7	52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
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I8	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
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BID ITEM NR	MAX SIZE (INCHES) EACH SHPG CTR L x W x H	SHIPPING CHARACTERISTICS
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I9	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
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I9A	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
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I10	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES DFARS (MAR 1999)
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(d) Government Developed Data Per Shipping Container
(See Notes).

BID ITEM NR.	MAX GROSS WT. PER SHPG CTR	NR. & NAME OF BID UNITS PER SHPG CTR
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I14B	52.204-4	PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
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I15A	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT DFARS (APR 1992)
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I16	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION DFARS (NOV 2001)
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(d) Offerors and contractors may obtain information
on registration and annual confirmation requirements by
calling 1-888-227-2423 or via the Internet at
<http://www.ccr.gov>.DSCR NOTE: For obtaining DUNS refer to 52.204-6 for
non-commercial items or 52.212-1 for commercial items.
DSCR (MAY 1998)

BID ITEM NR	MAX SIZE (INCHES) EA SHPG CTR L X W X H	TYPE OF SHPG CTR
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I17	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS DFARS (DEC 1991)
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I26	52.208-9G01	NOTIFICATION TO GOVERNMENT OF CONTEMPLATED PRODUCTION PHASEOUT DSCR (DEC 1997)
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I28	52.209-3	FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (SEP 1989) ALTERNATE I (JAN 1997)
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(a) The contractor shall test units(s) of
lot/item See Attach 3 as specified in this contract.
At least calendar days before the beginning of
first article tests, the contractor shall notify the
Contracting Officer, in writing, of the time and location
of the testing so that the Government may witness the tests.(b) The contractor shall submit the first article test
report within calendar days from the date of this
contract to the cognizant Quality Assurance Representative
(who will then forward the report to DSCR-J Post Award
Branch, 8000 Jefferson Davis Hwy, Richmond, VA 23297-5000)
with an information copy to the Administrative Contracting
Officer (ACO) marked 'First Article Test Report: Contract
No Lot/Item No'. Within
calendar days after DSCR receives the test report, the
Contracting Officer shall notify the contractor, in writing,
of the conditional approval, approval, or disapproval of the
first article.

[x] GOVERNMENT ESTIMATES ARE NOT AVAILABLE.

SECTION I

I2	52.202-1	DEFINITIONS (DEC 2001)
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I4	52.203-3	GRATUITIES (APR 1984)
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I30	52.209-4	FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (SEP 1989) ALTERNATE I (JAN 1997)
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CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0412-03-R-3012

PAGE OF PAGES

16

32

(a) The contractor shall deliver unit(s) of lot/item within calendar days from the date of this contract to the Government at

See Attachment 2 for clause fill in information

for first article tests.

(b) Within calendar days after the Government receives the first article, the Contracting Officer shall notify the contractor, in writing of the conditional approval, approval, or disapproval of the first article.

I31A 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUL 1995)

I32 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (DFARS) (NOV 1995)

I32C 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS (MAR 1998)

I35 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

I37A 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

I37F 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS DFARS (FEB 2003)

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

I38 52.211-9000 GOVERNMENT SURPLUS MATERIAL DLAD (APR 2002)

(Previous versions of this clause are considered obsolete.)

DSCR NOTE: For electronic quotes, if the information requested by this clause cannot be submitted with your offer, it must be submitted off-line to the contracting officer prior to the solicitation closing date.

Awards citing origin inspection that authorize the furnishing of surplus material will contain a Quality Assurance Provision (QAP) S01 in lieu of the QAP (if any) specified in this solicitation.

A copy of surplus QAP S01 is available on the DSCR Master Solicitation, Section 2, at <http://www.dscr.dla.mil/qap/qaps.htm>. DSCR (JUL 2002)

(a) Definition.

'Surplus material,' as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms 'surplus' and 'Government surplus' are used interchangeably in this clause.

(b) The Offeror agrees to complete this clause and provide supporting documentation as necessary to demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on or before the date that quotes/offers are due; or within the timeframe specified by the Contracting Officer, if additional documentation is requested after submission of the offer. Failure to provide the requested information and supporting documentation within the timeframe requested may result in rejection of the offer. Unless the solicitation states otherwise, Offerors of surplus material are authorized to open packages, inspect material, and reseal packages. Each time this is done, the Offeror's authorized representative or inspector must sign the packages where they were resealed and annotate the date of inspection.

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. ☐ Yes ☐ No

The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.). ☐ Yes ☐ No

The material conforms to the revision letter/number, if any is cited. ☐ Yes ☐ No ☐ Unknown If no, the revision offered does not affect form, fit, function, or interface. ☐ Yes ☐ No ☐ Unknown

The material was manufactured by:

(Name) _____

(Address) _____

(2) The Offeror currently possesses the material. ☐ Yes ☐ No If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source. ☐ Yes ☐ No If yes, provide the information below:

Government Selling Agency _____

Contract Number _____

Contract Date (Month, Year) _____

Other Source

Address _____

Date Acquired (Month/Year) _____

(3) The material has been altered or modified. ☐ Yes ☐ No If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. ☐ Yes ☐ No If yes, (i) the price offered includes the cost of reconditioning/refurbishment. ☐ Yes ☐ No; and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components. ☐ Yes ☐ No If yes, the price includes replacement of cure-dated components. ☐ Yes ☐ No

(5) The material has data plates attached. ☐ Yes ☐ No If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0412-03-R-3012

PAGE OF PAGES

17

32

(6) The offered material is in its original package. ☐ Yes ☐ No (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number _____

NSN _____

CAGE Code _____

Part Number _____

Other Markings/Data _____

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. ☐ Yes ☐ No If yes, (i) the material being offered is from the same original Government contract number as that provided previously. ☐ Yes ☐ No; and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency _____

Contract Number _____

(8) The material is manufactured in accordance with a specification or drawing. ☐ Yes ☐ No If yes, (i) the specification/drawing is in the possession of the Offeror. ☐ Yes ☐ No; and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. ☐ Yes ☐ No

Specification/Drawing Number _____

Revision (if any) _____

Date _____

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. ☐ Yes ☐ No If yes, (i) Material has been re-preserved. ☐ Yes ☐ No; (ii) Material has been repackaged. ☐ Yes ☐ No; (iii) Percentage of material that has been inspected is _____% and/or number of items inspected is _____; and (iv) a written report was prepared. ☐ Yes ☐ No If yes, the Offeror has attached it or forwarded it to the Contracting Officer. ☐ Yes ☐ No

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

☐ For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.

☐ For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

☐ For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.

☐ For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

☐ When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c) (6) of this clause. ☐ Yes ☐ No.)

☐ When none of the above are available, other

information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.

(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

I38C 52.211-9004 PRIORITY RATING FOR VARIOUS
LONG-TERM CONTRACTS
DLAD (MAR 2000)

DISCR NOTE: The DPAS rating will be reflected on the
individual delivery order. DISCR (APR 2001)

I38E 52.211-9G05 VANISHING VENDOR - OBSOLETE
COMPONENTS/MATERIAL
DISCR (OCT 1999)

I50 52.215-2 AUDIT AND RECORDS - NEGOTIATION
(JUN 1999)

I50C 52.215-8 ORDER OF PRECEDENCE (OCT 1997)

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0412-03-R-3012

PAGE OF PAGES

18

32

I66 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued --

FROM: FROM DATE OF AWARD

THROUGH: CONTRACT COMPLETION

DSCR NOTE: Ordering period above is based upon the assumption that an award will be made by 4/12/04. The ordering period specified in paragraph (a) above will be extended by the number of calendar days after the assumption date that the contract is, in fact, awarded.

I67 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than DVD or Att 2 & 6 Stock, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor -

- (1) Any order for a single item in excess of DVD or Att 2 & 6 Stock
- (2) Any order for a combination of items in excess of Attach 2 & 6, or
- (3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons.

I67A 52.216-19 DSCR NOTE POPS - MINIMUM ORDER QUANTITY DSCR (AUG 1990)

FAR Clause 52.216-19, above, provides for a minimum delivery order amount of \$ See Attachment 2 & 6. Notwithstanding such minimum order amount, the minimum order quantity per delivery order shall be not less than the Quantity Unit Pack (QUP) quantity (manufacturer's standard pack for items without an identified QUP) and all orders will be in multiples of the QUP.

I71 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 days from the date of contract expiration.

I88 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

I88G 252.217-7001 SURGE OPTION DFARS (AUG 1992)

The Government has the option to--

(1) Increase the quantity of supplies or services called for under this contract by no more than the amount stated in the schedule; and/or

(2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.

I89F 252.217-9006 LIMITATIONS ON SURGE AND SUSTAINMENT (S&S) INVESTMENTS DLAD (JUL 1999)

I91 52.217-9G08 OPTION TO EXTEND THE TERM OF THE CONTRACT - SUPPLIES DSCR (JUL 2000)

(b) THE OFFEROR AGREES TO FURNISH DURING THE OPTION PERIOD THOSE ITEMS CITED IN THE SCHEDULE AT UNIT PRICES AS INDICATED BELOW:

CAUTION: Failure to indicate one of the following may result in rejection of your offer.

[] Option unit prices are the same as the unit prices offered for the basic contract, or

[] Option period unit prices are as indicated in the schedule.

I92BB 52.217-9G15 FLEXIBLE OPTIONS DSCR (JAN 2000) ALT I

(a) This solicitation is for an indefinite quantity with a guaranteed minimum for the base year. It also includes 1 options for one year each.

(c) To exercise this right, the Government will provide written notice of its intent to exercise the option any time after having ordered 80 % of the stated maximum or within thirty days of the effective date of any delivery order that reaches the stated maximum quantity.

I92F 52.217-9G20 ADDITION/DELETION OF ITEMS ON CONTRACT DSCR (DEC 2000)

(a) The Government retains the right to unilaterally delete from the contract, at each option renewal period, any items which were awarded on a sole source basis, in the event that an alternate product is available from another source.

(b) The Government reserves the right to bilaterally add to the contract new or replacement items, by modification, at prices to be negotiated. All new requirements are subject to full and open competition for the period of time remaining on the contract prior to addition to the contract.

(c) If any item in this contract becomes obsolete or is discontinued as a commercial catalog item, the contractor will provide the Government thirty (30) days advance written notice of such obsolescence, or cancellation and agrees to honor delivery orders for the item issued under this contract during such thirty (30) day period. The Government will delete any such item from this contract after receiving the required notice. If the contractor considers another commercial catalog item as a suitable substitute or replacement for the discontinued item, it will so advise the Government at the time it advises of the discontinued item. If the Government elects to include the replacement item in the contract, the contract will be modified accordingly.

(d) If the contractor discontinues an item without replacement,

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0412-03-R-3012

PAGE OF PAGES

19

32

the contractor will advise the Government of alternate sources of supply for a comparable item.

accommodate the S&S quantity to the extent such quantity was not considered when establishing the initial contract ceiling.

(d) Options to Extend the Contract Term: The Government may consider the contractor's performance of the S&S requirements in determining whether exercise of the option is the most advantageous method of meeting the Government's needs. Factors that may be considered include maintenance of the S&S capability; results of validation/testing; performance during an actual contingency; and other pertinent information related to the S&S requirement.

**I92K 52.217-9G25 SURGE & SUSTAINMENT REQUIREMENT
DSCR (JUN 2001)**

(a) Definitions. As used in this clause-

(1) 'Surge and Sustainment (S&S) Capability' means the ability of the contractor and base suppliers to meet increased quantity/accelerated delivery requirements, using production and supplier base capabilities, in support of a broad spectrum of possible Department of Defense contingencies. This capability includes both the ability to ramp-up to meet early requirements (i.e., surge), as well as to sustain an increased production and delivery pace throughout the contingency(ies) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations.

(2) 'Surge and Sustainment (S&S) Quantity' means the quantity beyond peacetime level requirements necessary to support contingency operations. The quantity and required delivery are identified on an NSN basis, representing that needed to support two separate contingency operations for a specified time period, generally a year unless otherwise specified in the schedule.

(b) Scope of Requirement. The Contractor agrees to maintain the capability to produce and deliver the quantity of supplies or services identified in the schedule as the S&S requirement throughout the life of the contract. This capability shall be maintained in addition to peacetime level requirements and other existing Government contracts.

(1) Notification of S&S Capability Changes. Changes that negatively impact S&S capability shall be reported in writing to the Contracting Officer within ten working days after the contractor becomes aware of such impact. Such notification shall include the Contractor's proposed corrective action plan.

(2) Changes and Additions. The Government reserves the right to revise, reassess, or update S&S requirements during the life of the contract.

(3) Agreement to Participate in S&S Validation/Testing. By submission of an offer for the S&S requirement, the contractor agrees to participate in S&S testing as required by the Government to validate the S&S capability. Testing/validation may include, but not be limited to, participation in live exercises, participation in Commander-in-Chiefs or Joint Chiefs of Staff exercises approved in the DLA Joint Training Plan, paper exercises, simulations, or command post exercises. The Government reserves the right to require tests using other methodologies when deemed appropriate.

(c) Ordering. Any S&S designated supplies or services to be furnished under this contract will be ordered in accordance with the ordering clause by issuance of delivery orders or task orders specifically identified as 'S&S Orders.'

(1) Effective Date for S&S Capability. Orders for the S&S quantity may be issued immediately after award unless the contractor has identified during negotiations, and the Government has approved, an alternate date for the contractor to attain the required S&S capability. The contractor's capability assessment shall clearly support the alternate date for attaining full S&S capability.

(2) Limitations. The order limitations clause applicable to the peacetime level requirements shall not apply to the S&S quantity to the extent that it conflicts with the quantity necessary to support a contingency. The Government reserves the right to order less than the total phased quantity specified for each S&S delivery. The Government may order in excess of each phased delivery quantity provided the contractor shall accept the excess quantity. Multiple orders for the same NSN may be issued to support multiple contingencies provided the total quantity ordered does not exceed the total S&S quantity for all phases of delivery.

(3) Contract Ceiling. The Government reserves the right to increase the contract ceiling as necessary to

I94 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

I96 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

I102 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

I112H 52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE DLAD (DEC 1997)

I118 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

I120M 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (SEP 2002)

I121 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

I121A 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) 'Segregated facilities,' as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I122 52.222-26 EQUAL OPPORTUNITY (APR 2002)

I125 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

I126 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

I127 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

CONTINUED ON NEXT PAGE

CONTINUATION SHEET			Solicitation Number: SP0412-03-R-3012		PAGE OF 20	PAGES 32
<p>DSCR NOTE: Section 8118 of PL 104-208 mandates that all contractors subject to 38 U.S.C. 4212(d) be advised of potential penalties for non-compliance.</p> <p>Clause mandates annual reporting NLT September 30 to the Department of Labor. Potential penalties resulting from failure to comply may include suspension and debarment from future government contracts.</p> <p>Contact the VETS-100 Reporting System via e-mail at verify[at]vets100.com with questions concerning Veterans' employment emphasis under Federal contracts.</p> <p>Contractors can get additional information and/or assistance in completing the VETS-100 form by accessing this Department of Labor website:</p> <p>http://www.vets100.cudenver.edu</p> <p>DSCR (DEC 2001)</p>			<p>District Director of Customs, please release shipment under 19 CFR part 142 and notify --</p> <p>Commander Defense Contract Management (DCM) New York ATTN: Customs Team, DCM-DN-GNIC 207 New York Avenue Building 120 Staten Island, NY 10305-5013</p> <p>-- for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates.</p> <p>(B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCM New York, for execution of the duty-free certificate.</p> <p>(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);</p> <p>(vi) Estimated value in U.S. dollars; and</p> <p>(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A.</p> <p>(e) To properly complete the shipping document instructions as required by paragraph (f) of the Duty-Free Entry clause, the Contractor shall insert --</p> <p>Defense Contract Management (DCM) New York ATTN: Customs Team, DCM-DN-GNIC 207 New York Avenue Building 120 Staten Island, NY 10305-5013</p> <p>as the cognizant contract administration office (for paragraph (f) only) in those cases when the shipment is consigned directly to a military installation. When the shipment will be consigned to a location other than a military installation, e.g., a domestic contractor's plant, change the shipping document notation required by paragraph (f) of the clause to insert the name and address of the Contractor, agent or broker that will prepare the customs documentation for execution of the Duty-Free Entry certificates. In either case, the shipping documents will contain the following items in addition to those required by paragraph (f) of the Duty-Free Entry clause:</p> <p>(1) Delivery order number on the Government prime contract, if applicable;</p> <p>(2) Number of the subcontract/purchase order for foreign supplies, if applicable;</p> <p>(3) Activity address number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A.</p>			
I133	52.223-6	DRUG-FREE WORKPLACE (MAY 2001)				
I134	52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)				
I135	252.223-7004	DRUG-FREE WORK FORCE DFARS (SEP 1988)	I145	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS DFARS (AUG 2000)	
I137	52.225-8	DUTY-FREE ENTRY (FEB 2000)				
I138	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)				
I139	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM DFARS (MAR 1998)				
I140	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS DFARS (DEC 1991)				
I143	252.225-7008	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY DFARS (MAR 1998)				
<p>In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act -- Trade Agreements -- Balance of Payments Program clause or the Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:</p> <p>All Contract Line Items (CLINs) All Additive CLINs</p>						
I144	252.225-7009	DUTY-FREE ENTRY-QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) DFARS (AUG 2000)				
<p>(f) All shipping documents submitted to Customs, covering foreign end products or supplies for which duty-free entry certificates are to be issued under this clause shall--</p> <p>(f)(2) Include the following information--</p> <p>(i) Prime contract number, and delivery order if applicable;</p> <p>(ii) Number of the subcontract/purchase order for foreign supplies if applicable;</p> <p>(iii) Identification of carrier;</p> <p>(iv)(A) For direct shipments to a U.S. military installation, the notation:</p> <p>UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry,</p>						
			I147	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES DFARS (FEB 2003)	
			I148	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS DFARS (MAR 1998)	
			I148C	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS DFARS (MAR 1998) ALT I (MAR 1998)	
			I149B	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS DFARS (DEC 2000)	
			I153	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES DFARS (JUN 2000)	
CONTINUED ON NEXT PAGE						

CONTINUATION SHEET			Solicitation Number: SP0412-03-R-3012		PAGE OF PAGES 21 32	
I156	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL DFARS (JUN 1992)	I172	52.227-9G05	RESTRICTIONS ON USE OF RIGHTS GUARD TECHNICAL DATA DSCR (FEB 1998)	
<p>DSCR NOTE REGARDING OFFERS FROM THE CANADIAN COMMERCIAL CORPORATION: Pursuant to Defense FAR Supplement 225.770-2, the Canadian Commercial Corporation (CCC) will submit, with other precontractual material, a certification from its proposed subcontractor. The certification shall conform to paragraph (b) of Clause 252.225-7031 above.</p> <p style="text-align: right;">DSCR (JUN 1992)</p>			<p>THIS IS A RIGHTS GUARD PROCUREMENT AND THE FOLLOWING RESTRICTIONS APPLY:</p> <p>(a) Technical data furnished herewith (hereinafter Rights Guard technical data) is proprietary to The Boeing Company which has licensed the Government to use same for the procurement of replenishment spare parts for U.S. Government owned aircraft and for no other purpose. Rights Guard technical data shall not be disclosed, in whole or in part, to any other person or entity other than to supplier's bidder's offeror's employees, having a need to know and who are under an obligation to preserve and protect such data under terms and conditions no less restrictive than those imposed herein, and then only for the purposes if responding to this solicitation or performing any resulting contract.</p> <p>(b) The suppliers/bidders/offerors hereunder are prohibited from (1) reproducing, in whole or in part, Rights Guard technical data; (2) incorporating any information contained in such Rights Guard technical data into other documentation; or (3) otherwise utilizing such Rights Guard technical data, except for responding to this solicitation or performing any resulting contract. Each supplier/bidder/offeror shall include the authorized DFARS limited rights legend of 252.227-7013, Rights in Technical Data - Noncommercial Items (NOV 1995), identifying the Boeing Company as the owner, on all Rights Guard technical data that is incorporated, in whole or in part, into any technical data delivered by such supplier/bidder/offeror to the Government in response to this solicitation or as part of the performance of any resulting contract. In the case of the limited rights legend, the Contractor shall indicate such Rights Guard technical data as not being subject to an expiration date, if such date is required by the limited rights legend authorized under its contract.</p> <p>(c) Rights Guard technical data provided by DSCR, including any copies thereof, is to be destroyed according to the following schedule:</p> <ol style="list-style-type: none"> 1. Immediately upon decision to 'no bid' the solicitation for which the data was received. 2. Within 15 days of being advised your company was not the successful bidder for the solicitation for which the data was requested and received. 3. If the contract awardee, within 15 days of contract completion. <p>NOTE: The DSCR ANNUAL Certificate of Destruction, DOES NOT IN ANY WAY IMPLY OR PROVIDE AUTHORITY FOR YOUR COMPANY TO RETAIN THE DATA BEYOND THE TIMEFRAMES ESTABLISHED ABOVE. Suspected and actual instances of data retention provided by DSCR beyond these timeframes will be reported to The Boeing Company for remedy. Furthermore, failure to comply with this obligation shall be grounds for your removal from the list of qualified bidders for any other solicitation involving Boeing technical data.</p> <p>(d) The Government shall have the right to audit supplier's/bidder's/offeror's records to ensure the destruction of Boeing proprietary data.</p> <p>(e) All suppliers shall comply with MIL-STD-130 for the purpose of distinguishing any spare parts made using Boeing Rights Guard technical data.</p>			
I156F	252.225-7037	DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS DFARS (AUG 2000)				
<p>(f) All shipping documents submitted to Customs, covering eligible end products for which duty-free entry certificates are to be issued under this clause shall--</p> <p>(f)(2) Include the following information--</p> <p>(i) Prime contract number, and delivery order if applicable;</p> <p>(ii) Number of the subcontract/purchase order for foreign supplies if applicable;</p> <p>(iii) Identification of carrier;</p> <p>(iv)(A) For direct shipments to a U.S. military installation, the notation: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify --</p> <p style="margin-left: 40px;">Commander Defense Contract Management (DCM) New York ATTN: Customs Team, DCM-DN-GNIC 207 New York Avenue Building 120 Staten Island, NY 10305-5013</p> <p>-- for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.</p> <p>(B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCM New York, for execution of the duty-free certificate. (NOTE: In those instances where the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required, the contractor or its agent shall comply with the U.S. Customs Service requirements. No notification to Commander, DCM New York, is required.)</p> <p>(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);</p> <p>(vi) Estimated value in U.S. dollars; and</p> <p>(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A.</p>						
I157C	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (SEP 2001)	I173	52.227-9G07	GOVERNMENT-FURNISHED MYLAR DSCR (APR 1997)	
I158	52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)	I177	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)	
I159	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)	I181	52.229-9000	KENTUCKY SALES AND USE TAX EXEMPTION DLAD (DEC 1984)	
I160	52.227-3	PATENT INDEMNITY (APR 1984)	I187	252.231-7000	SUPPLEMENTAL COST PRINCIPLES DFARS (DEC 1991)	
I162	52.227-9	REFUND OF ROYALTIES (APR 1984)				
CONTINUED ON NEXT PAGE						